

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	<i>Indemnification for Directory Listings - Whether AT&T should be required to indemnify Verizon for errors in or omissions of listings information caused by Verizon's gross negligence or willful misconduct?</i>	RESOLVED	hereunder. RESOLVED W/AT&T
V-15	Sale of Exchanges <i>Sale of Exchanges – What requirements should apply in the event of a sale of exchanges or other transfers of assets by Verizon?</i>	RESOLVED RESOLVED	RESOLVED
VI-1(E)	Changes in applicable law.	WorldCom proposes to exclude Verizon's proposed language.	See Verizon contract language in support of its position on issue IV-113 above.
VI-1(N)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Assurance of payment	WorldCom proposes to exclude Verizon's proposed language.	6. Assurance of Payment 6.1 Upon request by Verizon, **CLEC shall provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. 6.2 Assurance of payment of charges may be requested by Verizon if **CLEC (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon, (b) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to **CLEC by Verizon, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. 6.3 Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (a) a cash security deposit in U.S. dollars held by Verizon or (b) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance

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			<p>satisfactory to Verizon from a financial institution acceptable to Verizon. The cash security deposit or letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to **CLEC in connection with this Agreement.</p> <p>6.4 To the extent that Verizon elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.</p> <p>6.5 If payment of interest on a cash deposit is required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such cash deposit held by Verizon at the higher of the interest rate stated in such Tariff or the interest rate required by Applicable Law.</p> <p>6.6 Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to **CLEC in respect of any amounts to be paid by **CLEC hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.</p> <p>6.7 If Verizon draws on the letter of credit or cash deposit, upon request by Verizon, **CLEC shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.</p> <p>6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as **CLEC has provided Verizon with such assurance of payment.</p> <p>6.9 The fact that a deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve **CLEC from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.</p>

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VI-1(O)	<p>To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –</p> <p>Default</p>	WorldCom proposes to exclude Verizon's proposed language.	<p>12. Default</p> <p>If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.</p> <p>In the alternative, Verizon VA offered to WorldCom the language accepted by AT&T:</p> <p>22.4 If either Party defaults in the payment of any amount due hereunder, except for amounts subject to a bona fide dispute pursuant to Section 28.9 hereof with respect to which the disputing party has complied with the requirements of Section 28.9 in its entirety or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.</p> <p>22.5 If a good faith dispute arises between the Parties as to whether the breaching Party has materially violated a material provision of this Agreement (other than an obligation to make payment of any amount billed under this</p>

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			Agreement, in which case, Section 28.9 shall apply) and the dispute resolution process identified in Section 28.11 applies to the subject matter of such dispute, the alleged breach or violation shall not constitute cause for termination of this Agreement or suspension of the provision of services hereunder, if: (a) within thirty (30) days of the date that the other Party gives the breaching Party written notice of such alleged breach or violation, the breaching Party gives the other Party written notice of the dispute, including the basis therefor, and initiates the process for resolution of disputes identified in Section 28.11; (b) the breaching Party complies with and completes the process identified in Section 28.11 for resolution of the dispute; and, (c) within thirty (30) days after the completion of such process for resolution of the dispute identified in Section 28.11 (or such longer period as may be agreed to by the Parties or allowed pursuant to the dispute resolution process), the breaching Party cures any breach that has been determined in the dispute resolution process to have occurred, and takes any other action to resolve the dispute agreed upon by the Parties or as directed in accordance with the dispute resolution process. The existence of such a dispute shall not relieve the breaching Party of its duty to otherwise comply with this Agreement and to perform all of its other obligations under this Agreement.
VI-1(P)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Discontinuance of services by CLEC	WorldCom proposes to exclude Verizon's proposed language.	13. Discontinuance of Service by **CLEC 13.1 If **CLEC proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its Customers, whether voluntarily, as a result of bankruptcy, or for any other reason, **CLEC shall send written notice of such discontinuance to Verizon, the Commission, and each of **CLEC's Customers. **CLEC shall provide such notice such number of days in advance of discontinuance of its service as shall be required by Applicable Law. Unless the period for advance notice of discontinuance of service required by Applicable Law is more than thirty (30) days, to the extent commercially feasible, **CLEC shall send such notice at least thirty (30) days prior to its discontinuance of service. 13.2 Such notice must advise each **CLEC Customer that unless action is taken by the **CLEC Customer to switch to a different carrier prior to **CLEC's proposed discontinuance of service, the **CLEC Customer will be without the service provided by **CLEC to the **CLEC Customer. 13.3 Should a **CLEC Customer subsequently become a Verizon Customer,

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			<p>**CLEC shall provide Verizon with all information necessary for Verizon to establish service for the **CLEC Customer, including, but not limited to, the CLEC Customer's billed name, listed name, service address, and billing address, and the services being provided to the **CLEC Customer.</p> <p>13.4 Nothing in this Section 13 shall limit Verizon's right to cancel or terminate this Agreement or suspend provision of Services under this Agreement.</p>
VI-1(Q)	<p>To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –</p> <p>Insurance</p>	WorldCom proposes to exclude Verizon's proposed language.	<p>WorldCom: General Terms and Conditions § 21</p> <p>21. Insurance</p> <p>21.1 **CLEC shall maintain during the term of this Agreement and for a period of two years thereafter all insurance and/or bonds required to satisfy its obligations under this Agreement (including, but not limited to, its obligations set forth in Section 20 hereof) and all insurance and/or bonds required by Applicable Law. The insurance and/or bonds shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater. At a minimum and without limiting the foregoing undertaking, **CLEC shall maintain the following insurance:</p> <p>21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.</p> <p>21.1.2 Motor Vehicle Liability, Comprehensive Form, covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each occurrence.</p> <p>21.1.3 Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence.</p> <p>21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 per occurrence.</p> <p>21.1.5 All risk property insurance on a full replacement cost basis for all of **CLEC's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way.</p> <p>21.2 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to</p>

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			<p>be provided to Verizon pursuant to Sections 21.4 and 21.5, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of **CLEC.</p> <p>21.3 **CLEC shall name Verizon, Verizon's Affiliates and the directors, officers and employees of Verizon and Verizon's Affiliates, as additional insureds on the foregoing insurance.</p> <p>21.4 **CLEC shall, within two (2) weeks of the Effective Date hereof, on a semi-annual basis thereafter, and at such other times as Verizon may reasonably specify, furnish certificates or other proof of the foregoing insurance reasonably acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to: Director -Interconnection Services, Verizon Wholesale Markets, 1095 Avenue of the Americas, Room 1423, New York, NY 10036.</p> <p>21.5 **CLEC shall require its contractors, if any, that may enter upon the premises or access the facilities or equipment of Verizon or Verizon's affiliated companies to maintain insurance in accordance with Sections 21.1 through 21.3 and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon in accordance with Section 21.4.</p> <p>21.6 If **CLEC or **CLEC's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and **CLEC shall reimburse Verizon for the cost of the insurance.</p> <p>21.7 Certificates furnished by **CLEC or **CLEC's contractors shall contain a clause stating: "[VERIZON COMPANY FULL NAME] shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."</p>
VI-1(R)	<p>To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? –</p> <p>References</p>	<p>References</p> <p>35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require. [Agreed]</p> <p>35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as of the Effective Date of this Agreement, and amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law as amended from time to time, to any successor Tariff or provision).</p>	<p>WorldCom: General Terms and Conditions § 35</p> <p>35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).</p>

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VI-1(S)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Survival of the interconnection agreement	RESOLVED	RESOLVED
VI-1(T)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Technology upgrades	RESOLVED	RESOLVED
VI-1(U)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Territory	RESOLVED	RESOLVED
VI-1(V)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Use of service	RESOLVED	RESOLVED

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VI-1(W)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Warranties	RESOLVED	RESOLVED
VI-1(X)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Withdrawal of services	RESOLVED	RESOLVED
VI-2(A)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include the following provisions from the 1997 agreement, but deleted by WorldCom in its proposed interconnection agreement. -- Limitation of liability provision	RESOLVED	RESOLVED
VI-2(B)	Subject to Verizon's objection to using the 1997 agreement rather than	RESOLVED	RESOLVED

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	its model agreement as the starting point or "default" agreement; if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include the following provisions from the 1997 agreement, but deleted by WorldCom in its proposed interconnection agreement. -- Force majeure provision		
VII-16	Should Verizon be permitted to require AT&T to provide Verizon with adequate assurance of amounts due, or to become due, under the Parties' interconnection agreement?	<i>RESOLVED</i>	<i>RESOLVED</i>
VII-17	Should AT&T be permitted to limit Verizon's ability to transfer its Telephone Operations?	<i>RESOLVED</i>	<i>RESOLVED</i>
VII-19	Should AT&T be allowed to include language in the Parties' proposed interconnection agreement when that language was already withdrawn?	<i>RESOLVED</i>	<i>RESOLVED</i>
VII-20	Should AT&T be required to notify Verizon when it is owed a credit for "hot-cut" rescheduling?	<i>RESOLVED</i>	<i>RESOLVED</i>
VII-21	Should force majeure ever excuse the parties' performance under the interconnection agreement?	<i>RESOLVED</i>	<i>RESOLVED</i>
VII-22	Should Verizon's central office technician be required to follow AT&T's proposed requirements contrary to the Parties' prior agreement?	<i>RESOLVED</i>	<i>RESOLVED</i>

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SECOND REVISED JOINT DECISION POINT LIST VI (11/2/01)
(RIGHTS OF WAY)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to ~~Cox~~ or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
Category II: common to **WorldCom** and *AT&T* (pricing/costing)
Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
Category IV: unique to WorldCom
Category V: unique to *AT&T*
Category VI: Verizon supplemental issues with WorldCom
Category VII: Verizon supplemental issues with *AT&T*

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III-13	<p>Should the terms and conditions governing WorldCom's access to Verizon VA's poles, ducts, conduit and rights of way be contained in a separate licensing agreement or incorporated into the Parties' interconnection agreement?</p> <p><i>What rates should Verizon charge AT&T for access to its poles, ducts, conduits and rights of way?</i></p>	<p>Not specifically applicable – All of the language under Issues III-13(a) through III-13(q) generally should be included in the interconnection agreement.</p> <p><i>RESOLVED – Should AT&T desire, it will request renegotiation of the rates in the existing license agreement with Verizon in accordance with the terms of that agreement.</i></p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>
III-13-a	Should the interconnection agreement contain definitions of terms associated	RESOLVED	RESOLVED

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	with WorldCom's access to Verizon's rights-of-way, conduits and poles?		
III-13-b	Should the Interconnection Agreement contain detailed provisions that: grant a license to WorldCom, on a non-exclusive basis, authorizing the attachment of WorldCom's communications facilities to Verizon's poles and the placement of WorldCom's communication facilities in Verizon's conduits or rights of way expressly set forth that it is a license and not an easement that is being granted; clarify that Verizon's right to locate in or on its own poles, conduits, or rights of way is not limited by WorldCom's license to locate in or on these facilities; specify that Verizon shall cooperate with WorldCom in obtaining permission for attachment of WorldCom's facilities where Verizon does not have the right to authorize access; and clarify that access is to be provided at parity on a non-discriminatory basis?	RESOLVED	RESOLVED
III-13(c)	Should the Interconnection Agreement contain detailed provisions that: outline WorldCom's responsibility for attachment/occupancy fees; address non-payment or late payment of fees; set forth Verizon's right to require a bond in the event WorldCom's net worth drops below a certain level; and specify what notice is required for changes in fees?	RESOLVED	RESOLVED
III-13(d)	Should the Interconnection Agreement contain detailed	RESOLVED	RESOLVED

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	provisions that: provide for advance payments in the event WorldCom's net worth drops below a certain level; specify that the amount of advance payment will be credited against payment due to Verizon for performing Preliminary Survey and/or Make-Ready Work; and indicate what will be done in the event the advance payment is less than the charge for such work or what will be done in the event it exceeds the charge for such work?		
III-13(e)	Should the Interconnection Agreement contain detailed provisions that: outline the requirements and specifications for the placement of communications facilities by WorldCom; specify the time in which safety violations and non-standard conditions must be corrected by WorldCom after written notification by Verizon; provide that Verizon may correct conditions constituting an immediate threat to its personnel without written notice to WorldCom; indicate that failure of Verizon to notify WorldCom of violations will not relieve WorldCom of its responsibility to place its facilities in a safe manner; and dictate that disputes shall be resolved pursuant to Section 24, Part A of the ICA?	RESOLVED	RESOLVED
III-13(f)	Should the Interconnection Agreement contain detailed provisions which: clarify that to the extent Verizon's authority to occupy a pole, etc. does not allow WorldCom	RESOLVED	RESOLVED

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	to place its facilities on Verizon's Poles, Conduits, or Rights of Way, that it is incumbent on WorldCom to secure the necessary authority; clarify that the license granted by Verizon shall not extend to any Pole, Conduit, or Right of Way where such attachment would result in the forfeiture of rights of Verizon or one of its existing licensees; and specify the action which the parties shall take to avoid such forfeiture?		
III-13(g)	Should the Interconnection Agreement contain detailed provisions that: address the procedure by which WorldCom is to secure a license to attach to any Pole, or occupy any portion of a Conduit or Right of Way (i.e., by written application and, upon approval, receiving written license from Verizon); set forth the turn-around time and manner in which Verizon must process WorldCom's application, including those which may involve an increase in capacity; set forth Verizon's provision of maps, plats, or other data to assist in completion of the application process; set forth turn-around times for response to inquiries by WorldCom; set forth Verizon's obligations for notifying additional applicants of the existence of other applications so that costs can be shared; set forth the circumstances under which WorldCom's license would automatically terminate; set forth WorldCom's right to access duct and	RESOLVED	RESOLVED

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	inner duct; and set forth the parties' obligations should an emergency occur after a provider has made use of the last unoccupied full-sized duct?		
III-13(h)	Should the Interconnection Agreement contain detailed provisions regarding Pre License Survey and Make-Ready Work requirements and procedures?	<p>8.5 VZ shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers or occupiers, but VZ shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by VZ in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for Licensee will be scheduled and performed in the same manner as Verizon's Make-Ready Work is scheduled and performed. <u>Notwithstanding the foregoing provisions, in the event Licensee presents VZ with a proposal from a contractor who meets VZ's training and safety requirements and is otherwise in good standing with VZ to complete such Make-Ready Work at a cost and/or time that is materially less than that estimated by VZ, VZ agrees to use such contractor to perform the Make-Ready Work in the time frame proposed by said contractor.</u> Licensee shall pay VZ for all Make-Ready Work performed by VZ in accordance with the provisions of this Agreement <u>within thirty (30) days of receipt of an detailed, itemized invoice from VZ.</u></p>	<p>9 Poles, Ducts, Conduits and Rights-of-Way</p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement, § 8.3 & 8.5 as amended here:</p> <p>§ 8.3 In the event VZ determines that a Pole, Conduit or Right of Way which Licensee desires to utilize is inadequate or otherwise needs rearrangement, modification or expansion of the existing facilities, structures or property to accommodate Licensee's Facilities, VZ will advise Licensee in writing of the estimated Make-Ready work including charges that would apply to any rearrangements, modification or expansions that VZ proposes to undertake (Appendix II, Form B-4). If no Make-Ready Work is needed to accommodate Licensee's Facilities, upon receipt of a license from VZ, Licensee may proceed with placement of its Facilities. VZ shall complete the steps described in paragraphs 8.1 through 8.3 within forty-five (45) days, excluding the time taken by Licensee to respond to VZ's proposals.</p> <p>§ 8.5 VZ shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers or occupiers, but VZ shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by VZ in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for Licensee will be scheduled and performed in the same manner as VZ's Make-Ready Work is scheduled and performed. Licensee</p>

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			shall pay VZ for all Make-Ready Work performed by VZ in accordance with the provisions of this Agreement. If Licensee presents VZ with a contractor who meets VZ's requirements the contractor will be directed to VZ Contract Services for consideration.
III-13(i)	Should the Interconnection Agreement contain detailed provisions regarding Construction, Maintenance and Removal of Communications Facilities?	RESOLVED	RESOLVED
III-13(j)	Should the Interconnection Agreement contain detailed provisions addressing when licenses terminate automatically and addressing under what terms WorldCom is permitted to terminate its own license?	RESOLVED	RESOLVED
III-13(k)	Should the Interconnection Agreement contain detailed provisions regarding the terms under which Verizon is permitted to inspect WorldCom facilities attached to Verizon's Poles or occupying Verizon's Conduits or Rights of Way?	RESOLVED	RESOLVED
III-13(l)	Should the Interconnection Agreement contain detailed provisions concerning procedures to be employed if WorldCom facilities are found attached to poles etc. for which no license has been granted?	RESOLVED	RESOLVED
III-13(m)	Should the Interconnection Agreement contain detailed provisions regarding Verizon's rights to a security interest in WorldCom's attached facilities when WorldCom's net worth falls below a certain amount?	RESOLVED	RESOLVED
III-13(n)	Should the Interconnection Agreement contain detailed	RESOLVED	RESOLVED

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	provisions regarding the parties' liabilities, rights and responsibilities in the event either party damages the other's facilities?		
III-13(o)	Should the Interconnection Agreement contain detailed provisions concerning the type, amount and terms of insurance required?	RESOLVED	RESOLVED
III-13(p)	Should the Interconnection Agreement specify the non-exclusivity of any grant in the agreement and the terms under which WorldCom could assign or transfer any license arising from the agreement?	RESOLVED	RESOLVED
III-13(q)	Should the Interconnection Agreement contain detailed provisions regarding additional circumstances under which Verizon is entitled to terminate any license authorized by the agreement, WorldCom's responsibilities under these circumstances and the general term of licenses under the agreement?	RESOLVED	RESOLVED
V-14	What should be the requirements for providing access to facilities records--including cable plats?	<i>RESOLVED - The parties agree to work together to define the information and records that AT&T reasonably needs and to incorporate the procedures developed in New York to provide AT&T with access to the records.</i>	<p>RESOLVED</p> <p>16.0 ACCESS TO RIGHTS-OF-WAY-- SECTION 251(B)(4)</p> <p>To the extent required by Applicable Law and where facilities are available, Verizon shall provide AT&T access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to Verizon's applicable Tariffs (including generally available license agreements).</p>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

SECOND REVISED JOINT DECISION POINT LIST VIII (11/2/01)
(MISCELLANEOUS)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
 Category II: common to **WorldCom** and *AT&T* (pricing/costing)
 Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
 Category IV: unique to WorldCom
 Category V: unique to AT&T
 Category VI: Verizon supplemental issues with WorldCom
 Category VII: Verizon supplemental issues with AT&T

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

WorldCom (bold)
Cox (underline text)
AT&T (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
VI-1(Y)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? -- Alternate Billed Calls	RESOLVED	RESOLVED
VI-1(Z)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? -- Dialing Parity -- Section 251(b)(3)	RESOLVED	RESOLVED

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
VI-1(AA)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? -- Information Services Traffic	WorldCom opposes inclusion of Verizon's proposed Additional Services Attachment, Section 5.	<p>Additional Services Attachment</p> <p>5 Information Services Traffic</p> <p>For purposes of this Agreement, information services and Information Services Traffic refer to switched voice traffic, delivered to information service providers who offer recorded voice announcement information or open vocal discussion programs to the general public. Information Services Traffic does not include Internet Traffic. Information Services Traffic also does not include 555 traffic or similar traffic with AIN service interfaces, which traffic shall be subject to separate arrangements between the Parties.</p> <p>At the present time, neither Party offers information services on its network platform. The Parties agree to negotiate additional terms and rates and conditions as necessary to permit mutual interconnection to Information Services offered on either Party's network platform in the event that such Information Services are made available. Such negotiations shall commence promptly upon request of either Party and, if the Parties are unable to reach agreement within thirty (30) days of such request, either Party may submit the matter to the expedited Dispute Resolution process set forth in Section [___].</p>
VI-1(BB)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? --- Telephone numbers	RESOLVED	RESOLVED
VII-26	Should Verizon be compensated when its personnel arrive to perform services for an AT&T customer and are unable to gain access to the premises?	RESOLVED	RESOLVED

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
VII-27	Resolved issues	<i>RESOLVED</i>	<i>RESOLVED</i>

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).